

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF Bronx

Index No.:
Date Purchased:

-----X
MUNIR KUTA, AS ADMINISTRATOR OF THE ESTATE OF HAKEEM
M. KUTA,

VERIFIED COMPLAINT

Plaintiff,

vs.

THE CITY OF NEW YORK, NEW YORK CITY POLICE DEPARTMENT
OF THE CITY OF NEW YORK, POLICE OFFICER MARIA
IMBURGIA, POLICE OFFICER BRIAN McMAHON, POLICE
OFFICER EDMUNDO RIVERA, POLICE OFFICER EDUARD
SOLANO AND NEW YORK CITY FIRE DEPARTMENT BUREAU OF
EMERGENCY MEDICAL (FDNY EMS),

Defendants.

-----X

Plaintiff, by his attorney, **LAW OFFICES OF JAY H. TANENBAUM**, complaining of the
Defendants, respectfully allege, upon information and belief, as follows:

AS AND FOR A FIRST CAUSE OF ACTION
ON BEHALF OF THE ESTATE OF HAKEEM M. KUTA BY MUNIR KUTA AS ADMINISTRATOR AS AGAINST
DEFENDANTS, THE CITY OF NEW YORK, NEW YORK CITY POLICE DEPARTMENT, POLICE OFFICER
MARIA IMBURGIA, POLICE OFFICER BRIAN McMAHON, POLICE OFFICER EDMUNDO RIVERA AND
POLICE OFFICER EDUARD SOLANO

1. That the decedent, HAKEEM M. KUTA, died intestate on April 4, 2015, while a resident of the County of Bronx, and thereafter and on February 25, 2016, Letters of Administration were duly issued and granted to the plaintiff, MUNIR KUTA, father of the decedent, by the Surrogate's Court, County of Bronx and State of New York, and plaintiff duly qualified and thereafter acted and still is acting in the capacity of Administrator.
2. That, at all times hereinafter mentioned and on April 2, 2015, the defendant, **THE CITY OF NEW YORK**, was and still is a domestic municipal corporation, duly organized was and still is a resident of the City and State of New York.

3. That, at all times hereinafter mentioned and on April 2, 2015, the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**, was and still is a domestic municipal corporation, duly organized was and still is a resident of the City and State of New York.

4. On July 1, 2015, a written Notice of Claim, pursuant to General Municipal Law §50-e, was served upon defendant, **THE CITY OF NEW YORK**.

5. Thereafter, and on October 8, 2015, a hearing was held pursuant to notice given by defendant, **THE CITY OF NEW YORK**, and testimony was taken by said defendant at such hearing.

6. The Plaintiff has moved this Court by Order To Show Cause to serve a late Notice of Claim.

7. That since the Court has deemed the notice of claim served within the statutory 90-day time limit, more than 30 days have elapsed since the service of the notice of claim and that adjustment or payment has been neglected or refused.

8. That the action has been commenced within 1 year and 90 days of the date of accrual.

9. That defendants refused or neglected for more than thirty (30) days and up to the commencement of this action, to request a hearing pursuant to General Municipal Law 50(h).

10. That, at all times hereinafter mentioned and on April 2, 2015, defendant, **POLICE OFFICER MARIA IMBURGIA**, is employed the defendant, **THE CITY OF NEW YORK**.

11. That, at all times hereinafter mentioned and on April 2, 2015, defendant, **POLICE OFFICER MARIA IMBURGIA**, is employed the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**.

12. That, at all times hereinafter mentioned and on April 2, 2015, defendant, **POLICE OFFICER BRIAN McMAHON**, is employed the defendant, **THE CITY OF NEW YORK**.

13. That, at all times hereinafter mentioned and on April 2, 2015, defendant, **POLICE OFFICER BRIAN McMAHON**, is employed the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**.

14. That, at all times hereinafter mentioned and on April 2, 2015, defendant, **POLICE OFFICER EDMUNDO RIVERA**, is employed the defendant, **THE CITY OF NEW YORK**.

15. That, at all times hereinafter mentioned and on April 2, 2015, defendant, **POLICE OFFICER EDMUNDO RIVERA**, is employed the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**.

16. That, at all times hereinafter mentioned and on April 2, 2015, defendant, **POLICE OFFICER EDUARD SOLANO**, is employed the defendant, **THE CITY OF NEW YORK**.

17. That, at all times hereinafter mentioned and on April 2, 2015, defendant, **POLICE OFFICER EDUARD SOLANO**, is employed the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**.

18. That, at all times hereinafter mentioned and on April 2, 2015, and for sometime thereafter, defendants, **POLICE OFFICER MARIA IMBURGIA**, was a New York City police officer, and/or agent servant and/or employee of the City, working in the scope and course of his employment as a new York City Police Officers, and was employed by the defendant, **THE CITY OF NEW YORK**.

19. That, at all times hereinafter mentioned and on April 2, 2015, and for sometime thereafter, defendants, **POLICE OFFICER MARIA IMBURGIA**, was a New York City police officer, and/or agent servant and/or employee of the City, working in the scope and course of his employment as a New York City Police Officers, and was employed by the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**.

20. That, at all times hereinafter mentioned and on April 2, 2015, and for sometime thereafter, defendants, **POLICE OFFICER BRIAN McMAHON**, was a New York City police officer,

and/or agent servant and/or employee of the City, working in the scope and course of his employment as a new York City Police Officers, and was employed by the defendant, **THE CITY OF NEW YORK.**

21. That, at all times hereinafter mentioned and on April 2, 2015, and for sometime thereafter, defendants, **POLICE OFFICER BRIAN McMAHON**, was a New York City police officer, and/or agent servant and/or employee of the City, working in the scope and course of his employment as a New York City Police Officers, and was employed by the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK.**

22. That, at all times hereinafter mentioned and on April 2, 2015, and for sometime thereafter, defendants, **POLICE OFFICER EDMUNDO RIVERA**, was a New York City police officer, and/or agent servant and/or employee of the City, working in the scope and course of his employment as a new York City Police Officers, and was employed by the defendant, **THE CITY OF NEW YORK.**

23. That, at all times hereinafter mentioned and on April 2, 2015, and for sometime thereafter, defendants, **POLICE OFFICER EDMUNDO RIVERA**, was a New York City police officer, and/or agent servant and/or employee of the City, working in the scope and course of his employment as a New York City Police Officers, and was employed by the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK.**

24. That, at all times hereinafter mentioned and on April 2, 2015, and for sometime thereafter, defendants, **POLICE OFFICER EDUARD SOLANO**, was a New York City police officer, and/or agent servant and/or employee of the City, working in the scope and course of his employment as a new York City Police Officers, and was employed by the defendant, **THE CITY OF NEW YORK.**

25. That, at all times hereinafter mentioned and on April 2, 2015, and for sometime thereafter, defendants, **POLICE OFFICER EDUARD SOLANO**, was a New York City police officer,

and/or agent servant and/or employee of the City, working in the scope and course of his employment as a New York City Police Officers, and was employed by the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK.**

26. That on April 2, 2015, plaintiff, decedent, HAKEEM M. KUTA, was lawfully on premises known as 2685 Valentine Avenue, Bronx, New York. Upon information and belief, an individual flagged Police Officers to advise that "kids in the lobby of the aforesaid premises were smoking marijuana". These Police Officers aggressively entered the aforesaid building to effectuate a potential arrest, when several teenagers ran up the stair to the rooftop including plaintiff, decedent, HAKEEM M. KUTA. Once at the rooftop, the plaintiff, decedent, HAKEEM M. KUTA, was cornered by Police Officers and one Police Officer drew his gun and pointed the firearm at plaintiff, decedent, HAKEEM M. KUTA. At that point, the plaintiff, decedent, HAKEEM M. KUTA, stepped back causing him to fall off the rooftop.

27. Defendants, **THE CITY OF NEW YORK, NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK, POLICE OFFICER MARIA IMBURGIA, POLICE OFFICER BRIAN McMAHON, POLICE OFFICER EDMUNDO RIVERA, POLICE OFFICER EDUARD SOLANO**, used excessive force beyond what is needed to apprehend an individual, were negligent and failed to provide adequate and appropriate services which ultimately lead to the death of the plaintiff, decedent, HAKEEM M. KUTA.

28. That, all of the aforementioned acts, committed by police officers, servants, and/or other employees of the defendant, **THE CITY OF NEW YORK**, were committed due to the negligence, recklessness and carelessness of the aforementioned police officers, agents, servants and/or other employees of the defendant, **THE CITY OF NEW YORK**.

29. That, all of the aforementioned acts, committed by police officers, servants, and/or other employees of the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**, were committed due to the negligence, recklessness and carelessness of the

aforementioned police officers, agents, servants and/or other employees of the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK,**

30. That the defendant, **THE CITY OF NEW YORK**, was additionally negligent, reckless and careless in the negligent hiring, negligent retention, and negligent training of various police officers, agents, servants and/or other employees, who were employed by the defendant, **THE CITY OF NEW YORK.**

31. That the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**, was additionally negligent, reckless and careless in the negligent hiring, negligent retention, and negligent training of various police officers, agents, servants and/or other employees, who were employed by the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK.**

32. That, all of the aforementioned acts, committed by the police officers, agents, servants and/or other employees of the defendant, **POLICE OFFICER MARIA IMBURGIA**, were committed due to the negligence, recklessness and carelessness of the aforementioned police officers, agents, servants and/or other employees of the defendant, **THE CITY OF NEW YORK.**

33. That, all of the aforementioned acts, committed by the police officers, agents, servants and/or other employees of the defendant, **POLICE OFFICER MARIA IMBURGIA**, were committed due to the negligence, recklessness and carelessness of the aforementioned police officers, agents, servants and/or other employees of the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK.**

34. That, all of the aforementioned acts, committed by the police officers, agents, servants and/or other employees of the defendant, **POLICE OFFICER BRIAN McMAHON**, were committed due to the negligence, recklessness and carelessness of the aforementioned police officers, agents, servants and/or other employees of the defendant, **THE**

CITY OF NEW YORK.

35. That, all of the aforementioned acts, committed by the police officers, agents, servants and/or other employees of the defendant, **POLICE OFFICER BRIAN McMAHON**, were committed due to the negligence, recklessness and carelessness of the aforementioned police officers, agents, servants and/or other employees of the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK.**

36. That, all of the aforementioned acts, committed by the police officers, agents, servants and/or other employees of the defendant, **POLICE OFFICER EDMUNDO RIVERA**, were committed due to the negligence, recklessness and carelessness of the aforementioned police officers, agents, servants and/or other employees of the defendant, **THE CITY OF NEW YORK.**

37. That, all of the aforementioned acts, committed by the police officers, agents, servants and/or other employees of the defendant, **POLICE OFFICER EDMUNDO RIVERA**, were committed due to the negligence, recklessness and carelessness of the aforementioned police officers, agents, servants and/or other employees of the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK.**

38. That, all of the aforementioned acts, committed by the police officers, agents, servants and/or other employees of the defendant, **POLICE OFFICER EDUARD SOLANO**, were committed due to the negligence, recklessness and carelessness of the aforementioned police officers, agents, servants and/or other employees of the defendant, **THE CITY OF NEW YORK.**

39. That, all of the aforementioned acts, committed by the police officers, agents, servants and/or other employees of the defendant, **POLICE OFFICER EDUARD SOLANO**, were committed due to the negligence, recklessness and carelessness of the aforementioned police officers, agents, servants and/or other employees of the defendant, **THE**

NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK.

40. That the defendant, **THE CITY OF NEW YORK**, was negligent, reckless and careless in attempting to apprehend the plaintiff and plaintiff fell off the building rooftop.

41. That the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**, was negligent, reckless and careless in attempting to apprehend plaintiff and plaintiff fell off the building rooftop.

42. That, the defendant, **THE CITY OF NEW YORK**, was additionally negligent, reckless and careless in the negligent hiring, negligent retention, and negligent training of various police officers, agents, servants, and/or other employees, including, but not limited to defendant, **POLICE OFFICER MARIA IMBURGIA**, who was employed by the defendant, **THE CITY OF NEW YORK**.

43. That, the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**, was additionally negligent, reckless and careless in the negligent hiring, negligent retention, and negligent training of various police officers, agents, servants, and/or other employees, including, but not limited to defendant, **POLICE OFFICER MARIA IMBURGIA**, who was employed by the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**.

44. That, the defendant, **THE CITY OF NEW YORK**, was additionally negligent, reckless and careless in the negligent hiring, negligent retention, and negligent training of various police officers, agents, servants, and/or other employees, including, but not limited to defendant, **POLICE OFFICER BRIAN McMAHON** who was employed by the defendant, **THE CITY OF NEW YORK**.

45. That, the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**, was additionally negligent, reckless and careless in the negligent hiring, negligent retention, and negligent training of various police officers, agents, servants, and/or other employees, including, but not limited to defendant, **POLICE OFFICER BRIAN McMAHON**, who was

employed by the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**.

46. That, the defendant, **THE CITY OF NEW YORK**, was additionally negligent, reckless and careless in the negligent hiring, negligent retention, and negligent training of various police officers, agents, servants, and/or other employees, including, but not limited to defendant, **POLICE OFFICER EDMUNDO RIVERA** who was employed by the defendant, **THE CITY OF NEW YORK**.

47. That, the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**, was additionally negligent, reckless and careless in the negligent hiring, negligent retention, and negligent training of various police officers, agents, servants, and/or other employees, including, but not limited to defendant, **POLICE OFFICER EDMUNDO RIVERA**, who was employed by the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**.

48. That, the defendant, **THE CITY OF NEW YORK**, was additionally negligent, reckless and careless in the negligent hiring, negligent retention, and negligent training of various police officers, agents, servants, and/or other employees, including, but not limited to defendant, **POLICE OFFICER EDUARD SOLANO** who was employed by the defendant, **THE CITY OF NEW YORK**.

49. That, the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**, was additionally negligent, reckless and careless in the negligent hiring, negligent retention, and negligent training of various police officers, agents, servants, and/or other employees, including, but not limited to defendant, **POLICE OFFICER EDUARD SOLANO**, who was employed by the defendant, **THE NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK**.

50. That the aforesaid occurrence was due solely by reason of the negligence of the defendants and through no fault or lack of care on the part of the plaintiff and/or plaintiff's decedent contributing thereto.

51. That as a result of the foregoing, the plaintiff's decedent, HAKEEM M. KUTA, was

caused to suffer conscious pain and suffering and an early and untimely demise and defendants caused his wrongful death.

52. That by reason of the aforesaid occurrence, plaintiff decedent, HAKEEM M. KUTA, suffered fear or imminent death and sustained severe, serious and fatal injuries to his head, body and limbs and the muscles, blood vessels, tendons, ligaments, bones, brain, nerves and senses of the entire body, all of which caused conscious pain and suffering and resulted in his eventual demise and wrongful death.

53. That by reason of the foregoing, plaintiff, as Administrator of the Estate of Hakeem M. Kuta, deceased, has been damaged and demands judgment in an amount which exceeds the jurisdictional limits of all lower Courts, which would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION
ON BEHALF OF THE ESTATE OF HAKEEM M. KUTA BY MUNIR KUTA AS ADMINISTRATOR AS AGAINST
DEFENDANT, NEW YORK CITY FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES

54. At all times hereinafter mentioned and specifically, on April 2, 2015, defendant, THE NEW YORK CITY FIRE DEPARTMENT EMERGENCY MEDICAL SERVICE, was an agent of defendant, THE CITY OF NEW YORK.

55. At all times hereinafter mentioned and specifically, on April 2, 2015, defendant, THE NEW YORK CITY FIRE DEPARTMENT EMERGENCY MEDICAL SERVICE, was a public benefit agency organized and existing under and by virtue of the laws of the State of New York.

56. At all times hereinafter mentioned and specifically, on April 2, 2015, the Emergency Medical Services was an agent of defendant, THE NEW YORK CITY FIRE DEPARTMENT.

57. At all times hereinafter mentioned and specifically, on April 2, 2015, the Emergency Medical Services was a bureau operated by defendant, THE NEW YORK CITY FIRE DEPARTMENT.

58. At all times hereinafter mentioned and specifically, on April 2, 2015, Operators

were agents of the defendant, THE CITY OF NEW YORK.

59. At all times hereinafter mentioned and specifically, on April 2, 2015, Operators, were agents of defendant, THE NEW YORK CITY FIRE DEPARTMENT.

60. At all times hereinafter mentioned and specifically, on April 2, 2015, Operators were agents of defendant, THE NEW YORK CITY FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES.

61. At all times hereinafter mentioned and specifically, on April 2, 2015, defendant, THE CITY OF NEW YORK through its agent, defendant, THE NEW YORK CITY DEPARTMENT EMERGENCY MEDICAL SERVICES, provided emergency medical service to members of the general public.

62. At all times hereinafter mentioned and specifically, on April 2, 2015, defendant, THE CITY OF NEW YORK, owned the emergency 911 system.

63. At all times hereinafter mentioned and specifically, on April 2, 2015, defendant, THE CITY OF NEW YORK, operated the emergency 911 system.

64. At all times hereinafter mentioned and specifically, on April 2, 2015, defendant, THE CITY OF NEW YORK, managed the emergency 911 system.

65. At all times hereinafter mentioned and specifically, on April 2, 2015, defendant, THE CITY OF NEW YORK, maintained the emergency 911 system.

66. At all times hereinafter mentioned and specifically, on April 2, 2015, defendant, THE CITY OF NEW YORK, controlled the emergency 911 system.

67. At all times hereinafter mentioned and specifically, on April 2, 2015, defendant, NEW YORK CITY FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES, owned the emergency 911 system.

68. At all times hereinafter mentioned and specifically, on April 2, 2015, defendant, NEW YORK CITY FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES, operated the emergency

911 system.

69. At all times hereinafter mentioned and specifically, on April 2, 2015, defendant, NEW YORK CITY FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES, managed the emergency 911 system.

70. At all times hereinafter mentioned and specifically, on April 2, 2015, defendant, NEW YORK CITY FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES, maintained the emergency 911 system.

71. At all times hereinafter mentioned and specifically, on April 2, 2015, defendant, NEW YORK CITY FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES, controlled the emergency 911 system.

72. At all times hereinafter mentioned, and specifically, on April 2, 2015, defendants, individually and/or jointly, their agents, servants and/or employees had duties and responsibilities to the general public, particularly plaintiff decedent, HAKEEM M. KUTA, to promptly respond to 911 calls placed on their behalf.

73. That on April 2, 2015, a number of emergency calls were made to the 911 system under the control of defendant, THE NEW YORK CITY FIRE DEPARTMENT EMERGENCY MEDICAL SERVICE, its agents, servants and/or employees to render emergency medical service and transportation to the plaintiff, decedent, HAKEEM M. KUTA.

74. That on April 2, 2015, a number of emergency calls were made to the 911 system under the control of defendant, THE CITY OF NEW YORK, its agents, servants and/or employees to render emergency medical service and transportation to the plaintiff, decedent, HAKEEM M. KUTA.

75. That on April 2, 2015, the emergency calls made to the 911 system made on behalf of plaintiff, decedent, HAKEEM M. KUTA, went untimely answered.

76. That on April 2, 2015, defendants, individually and/or jointly, by their agents,

servants and/or employees failed to their duties and responsibilities owed to the general public and particularly, plaintiff, decedent, HAKEEM M. KUTA, in failing to properly and promptly respond to the 911 EMS calls made on decedent's behalf creating a delay in rendering care and treatment to decedent; in causing, permitting and allowing a delay in the transportation of the plaintiff decedent to a nearby hospital, all of which lead to and resulted in the untimely death of HAKEEM M. KUTA.

77. That by reason of the foregoing negligence on the part of defendants, their agents, servants and/or employees, plaintiff decedent was caused to suffer, conscious pain and suffering and death on April 2, 2015.

78. That by reason of the foregoing, plaintiff, as Administrator of the Estate of Hakeem M. Kuta, deceased, has been damaged and demands judgment in an amount which exceeds the jurisdictional limits of all lower Courts, which would otherwise have jurisdiction.

AS AND FOR A THIRD CAUSE OF ACTION
ON BEHALF OF THE ESTATE OF HAKEEM M. KUTA BY MUNIR KUTA AS ADMINISTRATOR AS AGAINST
DEFENDANTS

79. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs of this complaint numbered "1" through "77", with the same force and effect as if more fully set forth at length herein.

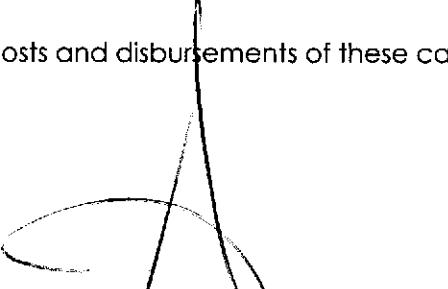
80. That as a result of the negligence of defendants herein, individually and/or jointly, their agents, servants and/or employees, HAKEEM M. KUTA, suffered severe and permanent personal injury resulting in his death on April 4, 2015.

81. That by reason of the wrongful death of decedent, HAKEEM M. KUTA, her next of kin and distributes have been deprived of the services, income, support and companionship of HAKEEM M. KUTA and have been damaged in an amount which exceeds the jurisdictional limits of all lower Courts which would otherwise have jurisdiction.

WHEREFORE, plaintiff demands judgment against the defendants, on all causes of actions

in an amount in excess of the jurisdictional limits of all of the lower Courts of the State of New York; together with interest, as well as the costs and disbursements of these causes of action.

Dated: :New York, New York
March 23, 2016



JAY H. TANENBAUM
LAW OFFICES OF JAY H. TANENBAUM
Attorney for Plaintiff
14 Wall Street – Suite 5F
New York, New York 10005
(212) 422-1765
Our File No. 555-16J-0025

ATTORNEY'S VERIFICATION

The undersigned, an attorney, admitted to practice in the Courts of the State of New York, swears:

That deponent is the attorney of record for the plaintiff(s) in the within action; that deponent has read the foregoing complaint bill of particulars, and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters, deponent believes that to be true. Deponent further says that the reason this verification is made by deponent and not by plaintiff(s) is that plaintiff(s) reside (s) in a county other than in which deponent maintains his offices.

The grounds for deponent's belief as to all matters not stated upon his knowledge are investigations which he has made or has caused to be made concerning the subject matter of this action, and statements of parties and/or witnesses made herein.

The undersigned affirms that the foregoing statements are under the penalties of perjury:

Dated: New York, N.Y.

Sgd./

JAY H. TANENBAUM

INDIVIDUAL VERIFICATION

STATE OF NEW YORK, COUNTY OF New York)SS:

Munir Kuta

Being duly sworn, deposes and says:

That deponent is the plaintiff (s) in the within action; that deponent has read the foregoing complaint ~~bill of particulars~~, and knows the contents thereof; that the same is true except as to those matters therein stated to be alleged upon information and belief, and as to those matters, deponent believes it to be true.

Sgd./ Kuta

Sworn to before me this

23rd day of March, 2018
Notary Public, State of New York
No. 01DA6045780
Qualified in Richmond County
Commission Expires July 31, 2018

F. Munir Ojee

Index No.
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

MUNIR KUTA, AS ADMINISTRATOR OF THE ESTATE OF HAKEEM M. KUTA,,

Plaintiff,

-against-

THE CITY OF NEW YORK, NEW YORK CITY POLICE DEPARTMENT OF THE CITY OF NEW YORK, POLICE OFFICER MARIA IMBURGIA, POLICE OFFICER BRIAN McMAHON, POLICE OFFICER EDMUNDO RIVERA, POLICE OFFICER EDUARD SOLANO AND NEW YORK CITY FIRE DEPARTMENT BUREAU OF EMERGENCY MEDICAL (FDNY EMS),

Defendants.

SUMMONS AND VERIFIED COMPLAINT

TO:

LAW OFFICES OF JAY H. TANENBAUM
Attorney for Plaintiff
14 Wall Street - Suite 5F
New York, New York 10005
Tel No.: (212) 422-1765
Fax No.: (212) 425-7492

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the Courts of New York State, certified that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: March 23, 2016

Signature

Print Signors Name LAW OFFICES OF JAY H. TANENBAUM

